

**MEETING OF THE FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY  
8<sup>TH</sup> FLOOR CONFERENCE ROOM  
CITY HALL**

**TUESDAY, NOVEMBER 4, 2003**

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**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY (CRA)  
8<sup>TH</sup> FLOOR CONFERENCE ROOM  
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**TUESDAY, NOVEMBER 4, 2003**

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Chairman Naugle called the meeting to order at approximately 2:37 p.m. Roll was called and a quorum was present.

Present: Chairman Naugle  
Vice Chairman Moore  
Commissioner Teel  
Commissioner Trantalis  
Commissioner Hutchinson

Absent: None

Also Present: Acting City Manager  
City Attorney  
City Clerk

**Motion** made by Commissioner Hutchinson and seconded by Commissioner Teel to approve the minutes of the September 16, 2003 meeting. Roll call showed: YEAS: Commissioners Hutchinson, Teel, Trantalis, Moore and Chairman Naugle. NAYS: None.

**Fourth Amendment to Agreement for Redevelopment – Riverbend Corporate Park of Fort Lauderdale, LLC (Broward Barron, Inc.) – Konover Property**

**Motion** made by Vice Chairman Moore and seconded by Commissioner Hutchinson to authorize the proper CRA officials to execute the Fourth Amendment to Agreement for Redevelopment with Riverbend Corporate Park of Fort Lauderdale, LLC for the Konover Property.

Kim Jackson, CRA Director, stated that they needed clarification on two points. She stated that they had outlined in the back-up material three points. She continued stating that in the Commission's October 21, 2003 meeting, they had discussed the right of the developer to modify their concept plan and the language had been agreed upon. The other item dealt with the obligation to develop while the acquisition lender held title and was fine, but regarding the third item, there had been a request by the developer to extend to a 12-month limitation of the suspension of development obligations, as opposed to 6 months. She stated they had included six months because that was a term discussed at the Commission's October 21, 2003 meeting. She stated that yesterday the developer had received a letter from their lender requesting 12 months. Therefore, they needed clarification from the Commission as to their willingness to extend to 12 months. Ms. Jackson reiterated that staff did not have a problem with the 12-month extension, as opposed to the six months, but it was a policy decision to be made by this Board.

Vice Chairman Moore asked if the letter was available from the lender making such a request.

Robert Lochrie, representing the developer, stated he had the letter from the lender, and stated he had spoken with the lender's attorney and had requested everything in writing.

Vice Chairman Moore suggested that they continue with the six months with the opportunity to extend it after that time period, but not to exceed 12 months. He felt this would motivate them more because to give them one year outright, he felt would be inappropriate.

The City Attorney agreed it could be extended for good cause shown.

Ms. Jackson stated that prior to this meeting, it had been discussed with one of their attorneys, along with the developer's attorney, that there had been a provision in the original development agreement that would allow for arbitration, if necessary. She stated they were now discussing an acquisition loan which was not previously included in the development agreement. She stated that their attorneys had recommended carrying over that provision, and the developer's attorney had requested that provision to be eliminated.

The City Attorney stated that arbitration was binding, but mediation was non-binding.

Bob Dunckel, Assistant City Attorney, stated that there were a number of cross roads in the administration agreement where the parties could have a potential dispute, and they had very narrowly tailored an arbitration clause to address those certain areas where conflicts could arise. In this particular area, they had placed an obligation upon them to come forward with a financing commitment that had to meet certain criteria, and if it did not they could attempt to correct it. He reiterated that there could be a potential dispute over that, and it would then go to arbitration and that decision regarding the firm financing commitment would then be binding.

Mr. Lochrie stated they did not have any objections to that recommendation.

Chairman Naugle stated they were permitting a third party to decide on the City's conditions. Mr. Dunckel explained that in rendering such a decision, they had to follow the letter of the contract, and could not make new rulings that did not exist.

Commissioner Trantalis reiterated it would then be the arbitrator who would determine the conditions. He asked if they were going to substitute judicial process with arbitration, or were they making it as an additional step in the dispute process.

The City Attorney stated it was an attempt to substitute litigation for arbitration. He explained that the City had done this in regard to other contracts, and they did try to avoid it but it had been done. He stated that all the labor contracts involved arbitration.

Chairman Naugle asked if they had done that in other contracts besides those involving labor. The City Attorney added that they rarely put those provisions in contracts, and this was the only one he recalled where the developer wanted arbitration, and the City listed items which they felt arbitration could be involved with that were diminimus issues.

Mr. Dunckel stated this area could have some friction of dispute, and this could provide a more expedient resolution.

Vice Chairman Moore stated he did not find this problematic, and believed others would be making the same request in the future. He felt if it was on a strategic point and did not change the contract obligations, they could allow a quicker remedy to be in place.

Roll call showed: YEAS: Commissioners Hutchinson, Teel, Trantalis, Moore and Chairman Naugle. NAYS: None.

**Lease and Agreements – Palazzo Las Olas Group, LLC – Las Olas Intracoastal Municipal Parking Lot and Redevelopment Parcels A and B**

Chairman Naugle stated that this item would be taken up at the Regular Commission Meeting.

The City Attorney stated that this meeting should be recessed until 7:00 p.m. this evening.

There being no further business to come before this Board, the meeting was recessed at approximately 2:46 p.m.